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NOTE: CHANGES HAVE BEEN  
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¶41 deleted per parties' agreement

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11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

14 LLOYD T. BRIGGS III, on behalf of  
15 himself, all other aggrieved employees  
16 pursuant to the California Labor Code  
Private Attorneys General Act of 2004,  
and all others similarly situated,

17 Plaintiff;

18 v.

19 OS RESTAURANT SERVICES, LLC,  
20 a Florida limited liability company;  
21 BLOOMIN' BRANDS, INC., a Florida  
corporation; and DOES 1 through 20,  
inclusive,

22 Defendants.

Case No. 2:18-cv-08457-JAK-AFM

[CLASS ACTION]

**STIPULATED PROTECTIVE  
ORDER**

Action Filed: August 22, 2018

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12  
13 Attorneys for Defendants OS RESTAURANT SERVICES, LLC and  
14 BLOOMIN' BRANDS, INC.  
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1 Plaintiff LLOYD T. BRIGGS III (“Plaintiff”) and Defendants OS  
2 RESTAURANT SERVICES, LLC and BLOOMIN’ BRANDS, INC. (collectively,  
3 “Defendants”) (Plaintiff and Defendants are collectively referred to herein as “the  
4 Parties”), by and through their respective counsel of record, hereby stipulate and  
5 agree to the following:

6 **PURPOSES AND LIMITATIONS**

7 1. Discovery in this action is likely to involve production of confidential,  
8 proprietary or private information for which special protection from public disclosure  
9 and from use for any purpose other than prosecuting this litigation may be warranted.  
10 Accordingly, the Parties hereby stipulate to and petition the Court to enter the following  
11 Stipulated Protective Order. The Parties acknowledge that this Order does not confer  
12 blanket protections on all disclosures or responses to discovery and that the protection  
13 it affords from public disclosure and use extends only to the limited information or  
14 items that are entitled to confidential treatment under the applicable law and legal  
15 principles.

16 **GOOD CAUSE STATEMENT**

17 2. This action is likely to involve disclosure of contact information for  
18 Defendants’ employees, private personal information pertaining to Plaintiff, sensitive  
19 financial information, and / or Defendants’ proprietary trade secrets that may cause  
20 harm to Defendants if made available publicly or to Defendants’ competitors.  
21 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
22 disputes over confidentiality of discovery materials, to adequately protect information  
23 the parties are entitled to keep confidential, to ensure that the Parties are permitted  
24 reasonable necessary uses of such material in preparation for and in the conduct of trial,  
25 to address their handling at the end of the litigation, and serve the ends of justice, a  
26 protective order for such information is justified in this matter. It is the intent of the  
27 Parties that information will not be designated as confidential for tactical reasons and  
28 that nothing be so designated without a good faith belief that it has been maintained in

1 a confidential, non-public manner, and there is good cause why it should not be part of  
2 the public record of this case.

3 **ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL**

4 3. The Parties further acknowledge, as set forth in Paragraph 39, below, that  
5 this Stipulated Protective Order does not entitle them to file confidential information  
6 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
7 the standards that will be applied when a Party seeks permission from the Court to file  
8 material under seal.

9 There is a strong presumption that the public has a right of access to judicial  
10 proceedings and records in civil cases. In connection with non-dispositive motions,  
11 good cause must be shown to support a filing under seal, see Kamakana v. City and  
12 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors  
13 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electronics, Inc.,  
14 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
15 cause showing), and a specific showing of good cause or compelling reasons with  
16 proper evidentiary support and legal justification, must be made with respect to  
17 Protected Material that a Party seeks to file under seal. A party's mere designation of  
18 Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
19 submission of competent evidence by declaration, establishing that the material sought  
20 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
21 constitute good cause.

22 Further, if a party requests sealing related to a dispositive motion or trial, then  
23 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
24 sought shall be narrowly tailored to serve the specific interest to be protected. See  
25 Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir. 2010). For each item  
26 or type of information, document, or thing sought to be filed or introduced under seal  
27 in connection with a dispositive motion or trial, the party seeking protection must  
28 articulate compelling reasons, supported by specific facts and legal justification, for the

1 requested sealing order. Again, competent evidence supporting the application to file  
2 documents under seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in its  
4 entirety will not be filed under seal if the confidential portions can be redacted. If  
5 documents can be redacted, then a redacted version for public viewing, omitting only  
6 the confidential, privileged, or otherwise protectable portions of the document, shall be  
7 filed. Any application that seeks to file documents under seal in their entirety should  
8 include an explanation of why redaction is not feasible.

### 9 DEFINITIONS

10 4. Action: the above-entitled federal proceeding captioned *Briggs v. OS*  
11 *Restaurant Services, LLC, et al.* United States District Court, Central District of  
12 California Case No. 2:18-cv-08457-JAK-AFM.

13 5. Challenging Party: a Party or Non-Party that challenges the designation  
14 of information or items under this Order.

15 6. CONFIDENTIAL: information (regardless of how it is generated, stored,  
16 or maintained) or tangible things that qualify for protection under Federal Rule of Civil  
17 Procedure 26(c) and as specified above in the Good Cause Statement.

18 7. Counsel (without qualifier): Outside Counsel of Record and House  
19 Counsel (as well as their support staff).

20 8. Designating Party: a Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”

23 9. Disclosure or Discovery Material: all items or information, regardless of  
24 the medium or manner in which it is generated, stored, or maintained (including, among  
25 other things, testimony, transcripts, and tangible things), that are produced or generated  
26 in disclosures or responses to discovery in this Action.

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10. Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

11. House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

12. Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a party to this Action.

13. Outside Counsel of Record: attorneys who are not employees of a Party to this Action but are retained to represent or advise a Party to this Action and have appeared in this Action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

14. Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

15. Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

16. Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

17. Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

18. Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

## SCOPE

19. The protections conferred by this Stipulated Protective Order cover not only Protected Material but also (1) any information copied or extracted from Protected

1 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
2 and (3) any testimony, conversations, or presentations by Parties or their Counsel that  
3 might reveal Protected Material. Notwithstanding, the protections conferred by this  
4 Stipulated Protective Order do not cover the following information: (a) any information  
5 that is in the public domain at the time of disclosure to a Receiving Party or becomes  
6 part of the public domain after its disclosure to a Receiving Party as a result of  
7 publication not involving a violation of this Order; and (b) any information known to  
8 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
9 disclosure from a source who obtained the information lawfully and under no obligation  
10 of confidentiality to the Designating Party.

11 20. Any use of Protected Material at trial shall be governed by the orders of  
12 the trial judge. This Order does not govern the use of Protected Material at trial.

### 13 **DURATION**

14 21. Once this case proceeds to trial, information designated as  
15 CONFIDENTIAL or maintained pursuant to this protective order that is used or  
16 introduced as an exhibit at trial becomes public and will be presumptively available to  
17 all members of the public, including the press, unless compelling reasons supported by  
18 specific factual findings to proceed otherwise are made to the trial judge in advance of  
19 the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing  
20 for sealing documents produced in discovery from “compelling reasons” standard when  
21 merits-related documents are part of court record).

### 22 **DESIGNATING PROTECTED MATERIAL**

23 22. Exercise of Restraint and Care in Designating Material for Protection.  
24 Each Party or Non-Party that designates information or items for protection under this  
25 Order must take care to limit any such designation to specific material that qualifies  
26 under the appropriate standards. The Designating Party must designate for protection  
27 only those parts of material, documents, items, or oral or written communications that  
28 qualify so that other portions of the material, documents, items, or communications for

1 which protection is not warranted are not swept unjustifiably within the ambit of this  
2 Order.

3 Mass, indiscriminate or routinized designations are prohibited. Designations that  
4 are shown to be clearly unjustified or that have been made for an improper purpose  
5 (e.g., to unnecessarily encumber the case development process or to impose  
6 unnecessary expenses and burdens on other parties) may expose the Designating Party  
7 to sanctions. If it comes to a Designating Party's attention that information or items  
8 that it designated for protection do not qualify for protection, that Designating Party  
9 must promptly notify all other Parties that it is withdrawing the inapplicable  
10 designation.

11 23. Manner and Timing of Designations. Except as otherwise provided in this  
12 Order (see, e.g., second paragraph of paragraph 23(a) below), or as otherwise stipulated  
13 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
14 Order must be clearly so designated before the material is disclosed or produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic documents,  
17 but excluding transcripts of depositions or other pretrial or trial proceedings), the  
18 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
19 "CONFIDENTIAL legend"), to each page that contains Protected Material. If only a  
20 portion of the material on a page qualifies for protection, the Producing Party also must  
21 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
22 margins).

23 A Party or Non-Party that makes original documents available for inspection  
24 need not designate them for protection until after the inspecting Party has indicated  
25 which documents it would like copied and produced. During the inspection and before  
26 the designation, all of the material made available for inspection shall be deemed  
27 CONFIDENTIAL. After the inspecting Party has identified the documents it wants  
28 copied and produced, the Producing Party must determine which documents, or



1 portions thereof, qualify for protection under this Order. Then, before producing the  
2 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to  
3 each page that contains Protected Material. If only a portion of the material on a page  
4 qualifies for protection, the Producing Party also must clearly identify the protected  
5 portion(s) (e.g., by making appropriate markings in the margins).

6 (b) for testimony given in depositions, the Designating Party identify on the  
7 record, before the close of the deposition, the Disclosure or Discovery Material that  
8 qualifies for protection under this Order.

9 (c) for information produced in some form other than documentary and for  
10 any other tangible items, the Producing Party affix in a prominent place on the exterior  
11 of the container or containers in which the information is stored the “CONFIDENTIAL  
12 legend” or by designation in the accompanying load file, if applicable. If only a portion  
13 or portions of the information warrants protection, the Producing Party, to the extent  
14 practicable, shall identify the protected portion(s).

15 24. Inadvertent Failure to Designate. If corrected within 21 calendar days of  
16 Receiving Party’s receipt of the Disclosure or Discovery Material, an inadvertent  
17 failure to designate qualified information or items does not, standing alone, waive the  
18 Designating Party’s right to secure protection under this Order for such material. Upon  
19 timely correction of a designation, the Receiving Party must make reasonable efforts to  
20 assure that the material is treated in accordance with the provisions of this Order. This  
21 provision is not intended to apply to any inadvertent production of information or items  
22 protected by attorney-client or work product privileges.

### 23 CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 25. Timing of Challenges. Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
26 Order.  
27  
28

26. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

27. Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

28. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, including by failing to participate in the dispute resolution process, the Parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## ACCESS TO AND USE OF PROTECTED MATERIAL

29. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Paragraph 42 (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that reasonably ensures that access is limited to the persons authorized under this Order.

30. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
3 disclose the information for this Action;

4 (b) the Receiving Party and former or current officers, directors, agents, and  
5 employees (including House Counsel) of the Receiving Party to whom disclosure is  
6 reasonably necessary for this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom  
8 disclosure is reasonably necessary for this Action and who have signed the  
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (d) the Court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and Professional  
13 Vendors to whom disclosure is reasonably necessary for this Action and who have  
14 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (g) the author or recipient of a document containing the information or a  
16 custodian or other person who otherwise possessed or knew the information;

17 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
18 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
19 requests that the witness sign the "Acknowledgment and Agreement to Be Bound"  
20 (Exhibit A); and (2) the witness will not be permitted to keep any confidential  
21 information unless they sign the "Acknowledgment and Agreement to Be Bound"  
22 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court;  
23 and

24 (i) any mediator, third-party neutral, or settlement officer, and their  
25 supporting personnel, mutually agreed upon by any of the Parties engaged in settlement  
26 discussions.

**PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
OTHER LITIGATION**

31. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this Action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**  
**IN THIS LITIGATION**

32. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this Action is protected by the remedies and relief provided by this Order. Any such designation shall also function as consent by such producing Non-Party to the authority of the Court in the Action to resolve and

1 conclusively determine any motion or other application made by any person or Party  
2 with respect to such designation, or any other matter otherwise arising under this Order.  
3 Nothing in these provisions should be construed as prohibiting a Non-Party from  
4 seeking additional protections.

5 33. In the event that a Party is required, by a valid discovery request, to  
6 produce a Non-Party's confidential information in its possession, and the Party is  
7 subject to an agreement with the Non-Party not to produce the Non-Party's confidential  
8 information, then the Party shall: (1) promptly notify in writing the Requesting Party  
9 and the Non-Party that some or all of the information requested is subject to a  
10 confidentiality agreement with a Non-Party; (2) promptly provide the Non-Party with  
11 a copy of the Stipulated Protective Order, the relevant discovery request(s), and a  
12 reasonably specific description of the information requested; and (3) make the  
13 information requested available for inspection by the Non-Party, if requested.

14 34. If the Non-Party fails to seek a protective order from this Court within 14  
15 days of receiving the notice and accompanying information, the Receiving Party may  
16 produce the Non-Party's confidential information responsive to the discovery request.  
17 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
18 any information in its possession or control that is subject to the confidentiality  
19 agreement with the Non-Party before a determination by the Court. Absent a court  
20 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
21 protection in this Court of its Protected Material.

#### 22 **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 35. If a Receiving Party learns that, by inadvertence or otherwise, it has  
24 disclosed Protected Material to any person or in any circumstance not authorized under  
25 this Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
26 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to  
27 retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
28 persons to whom unauthorized disclosures were made of all the terms of this Order,

1 and (d) request such person or persons to execute the “Acknowledgment and  
2 Agreement to Be Bound” (Exhibit A).

3 **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

5 36. When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other protection as  
7 trial-preparation material, the obligations of the Receiving Parties are those set forth in  
8 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
9 whatever procedure may be established in an e-discovery order that provides for  
10 production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d)  
11 and (e), insofar as the parties reach an agreement on the effect of disclosure of a  
12 communication or information covered by the attorney-client privilege or work product  
13 protection, the parties may incorporate their agreement in the stipulated protective order  
14 submitted to the Court.

15 **MISCELLANEOUS**

16 37. Right to Further Relief. Nothing in this Order abridges the right of any  
17 person to seek its modification or additional relief by the Court in the future. Nothing  
18 in this Order shall abridge the rights of any person to seek judicial review or to pursue  
19 other appropriate judicial action with respect to any ruling made by the Court  
20 concerning the issue of the status or propriety of any Protected Material.

21 38. Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order, no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.

26 39. Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
28 only be filed under seal pursuant to a court order authorizing the sealing of the specific

1 Protected Material at issue. If a Party's request to file Protected Material under seal is  
2 denied by the Court, then the Receiving Party may file the information in the public  
3 record unless otherwise instructed by the Court.

4 40. Previously Produced Documents. The Parties agree to be bound by the  
5 terms set forth herein with regard to any "CONFIDENTIAL" information or items that  
6 have been produced before the Court signs this Order. In the event that the Court  
7 modifies this Order, or in the event that the Court enters a different Protective Order,  
8 the Parties agree to be bound by this Order until such time as the Court may enter such

9 ~~41. Any Party to the Action who has not executed this Stipulated Protective~~  
10 ~~Order as of the time it is presented to the Court for signature may thereafter become a~~  
11 ~~Party to this Stipulated Protective Order by his/her/its counsel's signing and dating a~~  
12 ~~copy thereof and filing the same with the Court, and serving copies of such signed and~~  
13 ~~dated copy upon the other Parties.~~

#### 14 FINAL DISPOSITION

15 42. After the final disposition of this Action, as defined in Paragraph 4, and  
16 only upon written request by the Designating Party, each Receiving Party must return  
17 all Protected Material to the Producing Party or destroy such material no later than 60  
18 days after Designating Party's written request. As used in this subdivision, "all  
19 Protected Material" includes all copies, abstracts, compilations, summaries, and any  
20 other format reproducing or capturing any of the Protected Material. Whether the  
21 Protected Material is returned or destroyed, the Receiving Party must submit a written  
22 certification to the Producing Party (and, if not the same person or entity, to the  
23 Designating Party) by the 60-day deadline that (1) identifies (by category, where  
24 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
25 that the Receiving Party has not retained any copies, abstracts, compilations,  
26 summaries, or any other format reproducing or capturing any of the Protected Material.  
27 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
28 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,

1 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
2 and consultant and expert work product, even if such materials contain Protected  
3 Material. Any such archival copies that contain or constitute Protected Material remain  
4 subject to this Protective Order as set forth in Paragraph 21 (DURATION). To the  
5 extent permitted by law, the Court shall retain jurisdiction to enforce, modify, or  
6 reconsider this Order, even after final disposition of the Action.

7 **VIOLATION**

8 43. Any violation of this Order may be punished by any and all appropriate  
9 measures including, without limitation, contempt proceedings and/or monetary  
10 sanctions.

11  
12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13  
14 DATED: March 26, 2019

HIGGS FLETCHER & MACK LLP

15  
16 By: /s/ Kyle W. Nageotte  
17 JAMES M. PETERSON, ESQ.  
18 JASON C. ROSS, ESQ.  
19 KYLE W. NAGEOTTE, ESQ.  
Attorneys for Defendants

20 DATED: March 26, 2019

FELAHY EMPLOYMENT LAWYERS  
YASH LAW GROUP

21  
22  
23 By: /s/ Yashdeep Singh  
24 YASHDEEP SINGH, ESQ.  
25 ALLEN FELAHY, ESQ.  
26 Attorneys for Plaintiff  
27 LLOYD T. BRIGGS, III  
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**ORDER**

The Court, having reviewed the Parties' Stipulated Protective Order, and GOOD CAUSE APPEARING THEREFORE, HEREBY ORDERS that the above Protective Order is hereby entered and approved by the Court for use in the above-captioned case.



Dated: 4/10/2019

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ALEXANDER F. MACKINNON  
UNITED STATES MAGISTRATE JUDGE

**EXHIBIT A – ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Stipulated Protective Order that was issued  
by the United States District Court for the Central District of California on  
\_\_\_\_\_[date] in the case of *Briggs v. OS Restaurant Services, LLC, et al.* United  
States District Court, Central District of California Case No. 2:18-cv-08457-JAK-  
AFM. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
that I will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance with the  
provisions of this Order. I further agree to submit to the jurisdiction of the United States  
District Court for the Central District of California for the purpose of enforcing the  
terms of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of \_\_\_\_\_ [print or  
type full address and telephone number] as my California agent for service of process  
in connection with this Action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_